



CITY OF LEMON GROVE

CITY COUNCIL (AMENDED) STAFF REPORT

Item No. 1.E
Meeting Date: March 15, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: Public Works Department
Staff Contact: Mike James, Assistant City Manager / Public Works Director;
mjames@lemongrove.ca.gov
Item Title: **Award a Contract for the FY 2021-2022 Sidewalk Project to Portillo Concrete, Inc.**

Recommended Action: Adopt a resolution (**Attachment A**) awarding a contract for the FY 2021-2022 Sidewalk Project (Contract No. 2021-28) to Portillo Concrete, Incorporated.

Summary: In support of the City's Five-Year Capital Improvement Program, the City invited bids for the FY 2021-2022 Sidewalk Project (Contract No. 2021-28) on February 1, 2022. On February 17, 2022, the City received three bids. Staff determined that of the bids received, Portillo Concrete, Incorporated (Portillo) was the lowest responsive and responsible bidder with a base bid of \$42,000 and recommends a project budget not to exceed \$46,200.

Discussion: On February 1, 2022, the City invited sealed bids for the FY 2021-2022 Sidewalk Project (Contract No. 2021-28) from three professional and qualified contractors to perform work listed and shown in **Attachments B and C**, which are summarized below:

- 14 separate locations Citywide,
- Remove and replace 1,220 square feet of sidewalk,
- Remove and replace 150 square feet of driveway approach,
- Remove and replace 75 linear feet of curb and gutter,
- Remove and replace two pedestrian curb ramps,
- Remove two trees, roots and stumps, and
- Grind 25 linear feet of uneven sidewalk panels.

Staff recommended this procurement process based on the Lemon Grove Municipal Code Section 3.24.120(A) which states:

“Public projects equal to or less than the amount specified in Section 22032(a) of the California Public Contract Code may be performed by city employees by force account, by negotiated contract or by purchase order.”

Further, Section 22032(a) of the California Public Contract Code states:

“Public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.” *(Amended by Stats. 2018, Ch. 169, Sec. 2. (AB 2249) Effective January 1, 2019.)*

On February 17, 2022, staff received three bid responses. Each company is listed below with its company location and project bid responses are listed below.

Company Name	Location	Base Bid
Crest Construction	El Cajon, CA	\$45,247.50
MJC Construction	Bonita, CA	\$59,880.00
Portillo Concrete	Lemon Grove, CA	\$42,000.00

Portillo submitted the lowest responsive and responsible base bid for \$42,000. Staff reviewed Portillo’s project work history and State construction licensing requirements. Its project work history were positive and Portillo has successfully performed similar work for other local governments and its construction license is current and in good standing with the State of California.

Therefore, staff concluded that Portillo is both a responsive and responsible bidder and recommends the City Council awards a contract for said work. Based on the project scope of work, staff recommends the following project budget for consideration:

Description	Amount
Construction Costs	\$42,000
Contingency – 10%	\$4,200
GRAND TOTAL	\$46,200

Because the project budget exceeds the Five Year Capital Improvement Program budget of \$35,000 per year for the annual sidewalk project, staff felt it was important to discuss

why all of the bid proposals exceeded staff allocations and how the project can proceed with additional revenue sources.

The process that staff followed to create its project list and cost estimate is similar to what was performed in the past. However, what was not anticipated were the cost increases for concrete and other materials and labor wages. In addition, the 14 locations are located all around the City which increases contractor's mobilization costs. While staff attempted to reduce the project costs by considering grinding concrete sidewalk panels (versus removing and replacing) as much as possible, the result was a higher bid response from all contractors.

Therefore, staff recommends an additional \$11,200 be funded per the table below to complete the Fiscal Year 2021-2022 Sidewalk Project.

Account Number	Account Description	Amount
14-00-00-7300	TransNet Fund – Street/Sidewalk	\$35,000
02-00-00-7750	General Fund – Sidewalk Repair & Maint Gas Tax – Street Preventative Maint.	\$6,200
01-50-11-6270	General Fund – Sidewalk Repair	\$5,000
	Recommended Revenue Allocation	\$46,200

Environmental Review:

- ☒ Not subject to review ☐ Negative Declaration
☐ Categorical Exemption, Section | ☐ Mitigated Negative Declaration

Fiscal Impact: Three revenues sources (Gas Tax, General and TransNet Funds) were to fund the project budget of \$46,200.00.

Public Notification: None.

Staff Recommendation: Adopt a resolution (Attachment A) awarding a contract for the FY 2021-2022 Sidewalk Project (Contract No. 2021-28) to Portillo Concrete, Incorporated.

Attachments:

Attachment A – Resolution

Attachment B – Project Location Details

Attachment C – Project Location Map

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, AWARDING A CONTRACT FOR THE FISCAL YEAR 2021-
2022 SIDEWALK PROJECT (CONTRACT NO. 2021-28) TO PORTILLO
CONCRETE, INCORPORATED**

WHEREAS, the City of Lemon Grove's Five-Year Capital Improvement Program earmarks funding for the FY 2021-22 Sidewalk Project (Contract No. 2021-28); and

WHEREAS, bids were solicited and three sealed bids were received for the FY 2021-22 Sidewalk Project (Contract No. 2021-28); and

WHEREAS, bids were opened, read aloud, and the lowest responsive and responsible bidder was Portillo Concrete, Incorporated at a base bid of \$42,000.00; and

WHEREAS, staff reviewed prior projects that were completed and confirmed that the California State License is active and current; and

WHEREAS, the City Council finds it in the public interest that a contract for said services are awarded.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

1. Awards a contract to Portillo Concrete, Incorporated in the amount of \$42,000 and establishes a project budget not to exceed \$46,200; and
2. Approves and directs the Interim Administrative Services Director to allocate \$46,200 in the Fiscal Year 2021-2022 Budget as shown below:

14-00-00-7300	TransNet Fund – Street/Sidewalk	\$35,000
02-00-00-7750	Gas Tax – Street Preventative Maint.	\$6,200
01-50-11-6270	Streets Division - Repair and Maint. - Sidewalk	\$5,000

3. Authorizes the City Manager or her designee to execute said contract (**Exhibit 1**).

PASSED AND ADOPTED on March _____, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

FISCAL YEAR 2021-2022 SIDEWALK PROJECT (CONTRACT NO. 2022-28)

CONTRACT

THIS CONTRACT, made and entered into by and between the City of Lemon Grove, Lemon Grove, California, herein after designated as the "City", and Portillo Concrete, Inc., hereinafter designated as the "Contractor" for a term of ninety (90) days beginning the day the contract is fully executed.

WITNESSETH: that the parties hereto do mutually agree as follows:

1. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees with the City to furnish all materials and labor for the Fiscal Year 2021-2022 Sidewalk Project (Contract No. 2022-28), and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and specifications therefore; to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefore; and to do everything required by this agreement and the said plans and specifications.
2. For furnishing all said materials and labor, tools and equipment, and doing all the work contemplated and embraced in this Contract, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in said specifications are expressly stipulated to be borne by the City and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications, the City will pay an annual base amount and the Contractor shall receive in full compensation of therefore a prorated sum of forty two thousand dollars and zero cents (\$42,000.00). An additional four thousand two hundred dollars and zero cents (\$4,200.00) are allocated as a contingency amount, if needed, to create a project budget not to exceed forty six thousand two hundred dollars and zero cents (\$46,200.00)
3. The City hereby promises and agrees to employ, and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid and hereby conditions set forth in the specification; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. The Notice Inviting Bids, Agreement and Bond Forms, Construction Administration Forms, Completion of the Project Forms, General Requirements and General Conditions, Drawings, Plans and Specifications, Addenda, Allowances, City Resolutions, and all amendments thereof, are hereby incorporated in and made part of this Contract.
5. The City, the City's representative, City Consultants and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed

FISCAL YEAR 2021-2022 SIDEWALK PROJECT (CONTRACT NO. 2022-28)

in performing the work, of for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work, provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the City, its representatives, employees, agents and authorized volunteers who are directly responsible to the City.

- a. Contractor shall indemnify the City, City Council, City officials, City employees, City representatives, and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, City Council, City officials, City employees, City representatives, and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the City, City Council, City officials, City employees, City representatives, authorized volunteers, or those who are directly responsible to them; and in connection therewith:
 - I) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
 - II) Contractor will promptly pay any judgment rendered against Contractor, the City, City Council, City officials, City employees, City representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the City, City Council, City officials, City employees, City representatives, and authorized volunteers harmless there from.
 - III) In the event the City, City Council, City officials, City employees, City representatives, and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the City, City Council, City officials, City employees, City representatives, and authorized volunteers any and all costs and expenses incurred by the City, City Council, City officials, City employees, City representatives, and authorized volunteers in such action or proceeding together with reasonable attorney's fees.

FISCAL YEAR 2021-2022 SIDEWALK PROJECT (CONTRACT NO. 2022-28)

- IV) The City may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.
6. Claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract or the breach thereof, may be decided by arbitration if both parties to this Contract consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by CONTRACTOR, CITY, and any other person sought to be joined. (Any Consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.
- Notice of the demand for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim; dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
7. The Contractor agrees to comply with all Local, State and Federal regulations and with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
8. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys fees.
9. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
10. In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit for a period of three (3) years after

FISCAL YEAR 2021-2022 SIDEWALK PROJECT (CONTRACT NO. 2022-28)

final payment.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each of which shall be deemed an original the day and year first above written.

CONTRACTOR:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Federal ID Number: _____

CITY:

By: _____

Title: City Manager, City of Lemon Grove

Date: _____

ATTEST:

By: _____

Title: City Clerk, City of Lemon Grove

(Notaries acknowledgement of execution by all PRINCIPALS OF CONTRACTOR shall be attached.)

FISCAL YEAR 2021-2022 SIDEWALK PROJECT (CONTRACT NO. 2022-28)

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: _____

Title: _____

Corporate Seal: _____

FISCAL YEAR 2021-2022 SIDEWALK PROJECT (CONTRACT NO. 2022-28)

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public
in and for said County and State, personally appeared:

_____ (Notary Seal)

Known to me to be _____ of the partners of the partnership
that executed the within instrument, and acknowledged to me that such partnership executed the
same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

Attachment B – Project Location Details

Project No. 2021-28 CITYWIDE SIDEWALK REPAIRS								
SITE NUMBER	LOCATION	SF SIDEWALK	SF D.WAY APPROACH	LF CURB/GUTTER	ADA RAMP	TREE & ROOTS	GRIND LF	C/G=CURB & GUTTER, S/W=SIDEWALK, D/W=DRIVEWAY, R/R=REMOVE AND REPLACE, G=GRIND, UNLESS NOTED
1	1856 ENGLEWOOD	125				1		s/w=25x5
2	1574 SAN ALTOS	75						s/w=15x5
3	LA CORTA & LA CORTA CIRCLE				2			n/a
4	8029 BLOSSOM	25						s/w=5X5, AROUND WATER METER
5	1434 SAN ALTOS	125	60					s/w=10x5, d/w=20x3, s/w=15x5
6	CARLISLE (EAST OF SKYLINE)	175		35		1		s/w=35x5, c/g=35
7	1613 WATWOOD	75						s/w=15x5
8	BUENA VISTA	50						UNDER HWY 94, s/w=10x5
9	7816 NICHOLS	25						s/w=5x5
10	7147 WESTVIEW	25						s/w=5x5
11	2626 CAM D L PALMAS						15	g=3x5
12	2831/2839 CYPRESS	360						s/w=4x40, s/w 4x50
13	2815 DENNIS	50						s/w=10x5
14	8557 CALLE SUR	110	90	40			10	s/w=22x5, d/w=18x5, c/g=40, g=2x5
	TOTAL	1,220	150	75	2	2	25	TOTALS

EN
English (United S

Attachment C – Project Location Map

